

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #: _____
DATE FILED: 4/2/2025

	X	
	:	
JOY VIDA JONES, ESQ.,	:	
	:	
	:	
Plaintiff,	:	1:23-cv-9920-GHW
	:	
-v-	:	<u>ORDER</u>
	:	
LANDRY'S, INC., <i>et al.</i> ,	:	
	:	
	:	
Defendants.	:	
	:	
	X	

GREGORY H. WOODS, United States District Judge:

By order dated February 13, 2025, the Court noted the automatic stay of this action after Defendant Just One More Restaurant Corp. (“JOMR”) filed a suggestion of bankruptcy. Dkt. No. 67. On March 11, 2025, Plaintiff, with leave of the bankruptcy court, filed a motion to dismiss JOMR with prejudice. Dkt. No. 70. The Court granted this motion on April 2, 2025, dismissing all claims against JOMR with prejudice. Dkt. No. 72. Because JOMR has been dismissed, the automatic stay is lifted. *See* Dkt. No. 70-2.

The Court will hold a teleconference on April 8, 2025 at 3:00 p.m. to discuss resolution of Defendants’ pending motion to dismiss, Dkt. No. 38, and Judge Willis’s Report and Recommendation, Dkt. No. 62. The parties are directed to the Court’s Individual Rules of Practice in Civil Cases, which are available on the Court’s website. Rule 2 of the Court’s Individual Rules contains the dial-in number for the conference and other relevant instructions. The parties are specifically directed to comply with Rule 2(C) of the Court’s Individual Rules. The Court expects that the parties will be prepared to discuss (1) whether the Court can proceed with a merits-based motion to dismiss before ruling on a motion to compel arbitration; (2) whether, under the relevant law, an unconscionable fee-shifting provision voids an arbitration clause in its entirety; and (3) how

the Court should proceed in determining whether a fee-shifting provision is unconscionable.

SO ORDERED.

Dated: April 2, 2025
New York, New York



GREGORY H. WOODS
United States District Judge